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ABSTRACT

The collective bargaining agreement between the University of Hawaii Board of Regents and the University of Hawaii Professional Assembly covering the period July 1, 1983-June 30, 1985 is presented. The American Association of University Professors affiliated union has 2,810 members. Items covered in the agreement include: unit recognition, nondiscrimination, conditions of service, duty period, leaves of absence with/without pay, faculty travel, academic freedom and responsibility, tenure and service, renewal of contracts during probationary period, promotion, faculty personnel panel, retrenchment, representation rights, disciplinary actions, personnel files, adequate security, health and safety, awards for merit, salaries, task force on salary administration, compensation for academic chairs, grievance procedure, rights of the employer, savings clause, entirety and modification of agreement, conflict provision, and no strike/lockout. Appended are a memorandum of understanding concerning merit awards, a memorandum of intention to consult for specialists, and a memorandum of intention to consult for community colleges. (SW)

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1983-1985 AGREEMENT

BETWEEN THE

UNIVERSITY OF HAWAII PROFESSIONAL ASSEMBLY

AND THE

BOARD OF REGENTS OF THE UNIVERSITY OF HAWAII

U.S. DEPARTMENT OF EDUCATION
NATIONAL INSTITUTE OF EDUCATION
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AGREEMENT

This Agreement is made this 30th day of March 1984 by and between the State of Hawaii and the Board of Regents of the University of Hawaii, hereinafter called the Employer or Public Employer, as defined in Section 89-2, H.R.S., and the University of Hawaii Professional Assembly, hereinafter called the Union.

ARTICLE I. RECOGNITION

The Employer recognizes the Union as the exclusive representative of Collective Bargaining Unit 7, as certified by the Hawaii Public Employment Relations Board. The public employees composing the unit are hereinafter referred to as Faculty Members or Faculty.

ARTICLE II. NON-DISCRIMINATION

A. Neither the Employer nor the Union shall discriminate against any Faculty Member on the basis of race, color, religion, national origin, or sex.

B. Neither the Employer nor the Union shall discriminate against any Faculty Member on the basis of activity or lack of activity on behalf of the Union.

ARTICLE III. CONDITIONS OF SERVICE

A. MAINTENANCE OF RIGHTS AND BENEFITS

1. Except as modified by the terms of this Agreement, Faculty Members shall retain all rights and benefits provided in the written rules, regulations, and policies formally adopted by the Board of Regents existing at the execution of this Agreement which pertain to wages, hours, and other terms and conditions of employment.

   The minutes of the Board of Regents shall constitute the basis of the applicable rule, regulation or policy.

2. Except as modified by the terms of this Agreement, the Faculty of the University of Hawaii at Manoa, University of Hawaii at Hilo and West Oahu College shall retain the rights and responsibilities set forth in Part 4: Conditions of Service of the Faculty Handbook for Manoa and Hilo Campus, 1977 Edition, provided that:

   a. Amendments and modifications officially approved by the Board of Regents after the issuance of said Handbook and prior to the execution of this Agreement shall prevail;

   b. Maternity leave shall be governed by the provisions of applicable law;

   c. Only Appendices H, I, and T of said Handbook are incorporated herein.

3. Except as modified by the terms of this Agreement, the Faculty of the Community Colleges shall retain the rights and responsibilities provided in the officially approved

rules, regulations, and policies of the Board of Regents which pertain to the same subject matter covered in Part 4 of the aforesaid Handbook.

B. OUTSIDE EMPLOYMENT

Faculty may engage in outside employment for additional compensation according to the following guidelines:

1. The additional employment is neither so extensive nor so demanding as to interfere with the Faculty Member's creditable performance of the primary obligation to the University.

2. Ethical considerations.

   a. No Faculty Member shall accept pay to tutor students in the subject matter of the courses she/he teaches.

   b. The results of research conducted by the University shall be published or otherwise made available to the public, and no researcher will sell the results of research conducted by and for the University, unless authorized by the President.

   c. No Faculty Member shall accept any fee, gift, or payment of expenses over and above authorized compensation for services rendered in the post for which she/he has been appointed, except with specific approval of the President.

   d. No Faculty Member shall use the University facilities, supplies, or equipment other than in the course of her/his University duties, except with prior approval of the President.

e. No Faculty Member shall accept off-campus positions or appointments, whether or not paid, when such activities may impair the judgment of the Faculty Member in the discharge of her/his University duties.

f. Although Faculty Members may not accept compensation for special information known to them by virtue of their employment with the University, they may charge a fee or accept a retainer for the utilization of their special competence, knowledge, and skill in consulting, design, or research directed toward the solution of specific problems for a specific employer or client.

3. Before undertaking compensated outside activity, Faculty Members shall file with the Department/Division Chair or other administrative supervisor a form provided for this purpose. An occasional lecture or similar one-time activity for which an honorarium is received shall not be considered outside employment for purposes of the filing requirement. If at any time the Department/Division Chair or other supervisory personnel considers that the project interferes with the performance of the official duties of the Faculty Member, she/he will report the situation to the Dean, Director, or Provost.

4. Faculty Members who engage in consulting, contract or private employment shall not exceed one day or an accumulation of eight (8) hours per calendar week excluding Sundays and holidays.

5. Faculty Members engaged in professional consultancies which require out-of-state travel may, not more often than once per semester, accumulate up to a total of three (3) working days of consultancy time provided that their

plans for out-of-state travel and their project and proposed accumulation of consultancy time shall have received the prior written approval of the Chancellor.

C. EXEMPTION FROM TUITION

Faculty who register for credit courses are exempted from the payment of tuition subject to the following provisions: (1) the Faculty Member must be employed on a half-time basis or more, (2) each academic semester not more than six credits may be carried exempt from tuition, (3) the Faculty Member's normal university duties must be carried out as usual, (4) she/he may enroll only after the regular students have had an opportunity to register, and (5) her/his enrollment shall place no undue or unusual burden on the instructor in the course. These provisions for tuition exemption do not apply to individual instruction in such fields as music nor to special funded courses which have insufficient revenue to cover their costs.

D. RETIREMENT AGE

No Faculty Member who has attained the age of seventy years shall be employed by the University, except when no one else is available and then no longer than for periods of six months at a time.

ARTICLE IV. DUTY PERIOD

A. Instructional Faculty Members in the I (Instruction) and C classifications are on duty for nine consecutive months with salary paid over a twelve-month period. The beginning and ending dates for the duty period for each campus will be determined by the Employer, provided that the beginning date shall be between August 15 and

September 15, except that Faculty whose duties are other than classroom instruction may be assigned a duty period beginning two weeks earlier than the calendar established for the campus; however, in such cases the Faculty Member's duty period shall end two weeks earlier, or the Faculty Member shall receive compensatory release from assignments during the normal duty period at a mutually agreed upon time.

B. The primary professional responsibilities of Faculty Members are teaching, research, specialized educational services, and community service. Faculty Members also have professional responsibilities such as advising students; registration of students; participation in campus and University-system committees; keeping regularly posted office hours which are scheduled at times convenient for students; and participation in traditional functions which have unique academic significance. The performance of teaching duties extends beyond classroom responsibilities and includes such activities as preparation, student evaluation, syllabus revision, and review of current literature and research in the subject area. Therefore, such duties cannot be restricted to a fixed amount of time or points in time.

C. During the interval between semesters and the spring recess, instructional Faculty Members normally engage in professional activities. However, Faculty Members who do not have duties requiring their presence within the State may travel out of State for personal reasons at their own expense, provided that upon return they report to the Employer the number of days out of State and extend their duty period at the end of the academic year by that number.

ARTICLE V. LEAVES OF ABSENCE WITH PAY

A. SABBATICAL LEAVES

1. The purpose of the sabbatical leave is to provide the Faculty with an opportunity for further professional growth and development so that they may serve more effectively on their campuses and in their field of specialization.

2. Only tenured Faculty Members at Rank or Range 3 or above may be eligible for a sabbatical leave after six years of full-time creditable service with the University. Any leave of up to thirty (30) days will not constitute a break in service. Credit toward sabbatical leave is computed in units of not less than a full semester for instructional Faculty and from the effective date of appointment in all other classifications provided that an instructional Faculty Member appointed effective on October 1 or February 1 of the respective semesters or prior to that shall have such semester count as a full semester. Full-time creditable service refers to full-time active duty service in the University.

3. The term of a sabbatical leave shall be for a period of 12 months (usually an academic year) on half pay or six months (a semester) on full pay.

   Tenured Faculty Members serving on eleven-month appointments may alternatively be granted sabbatical leaves of shorter duration with full pay at proportionately more frequent intervals after the initial period of six years of full-time creditable service at the University, provided that the total leave with pay taken within a sabbatical leave period does not

exceed that provided for regular sabbatical leave.

4. Each person who receives a sabbatical leave shall agree to return to the University System for service for a period of not less than one year.

5. Each person who applies for a sabbatical leave shall submit through her/his Chair to the Dean or Provost, a description or narrative of the educational program, research, or other professional activity to which she/he proposes to devote the leave, along with her/his reasons for undertaking such a program while on leave. The Dean or Provost shall note her/his recommendation on each application and shall forward each to the Chancellor.

6. In evaluating applications for sabbatical leaves, the following shall be considered:

   a. The nature of the educational or professional program to be undertaken.

   b. The effect of the applicant's absence on the work of the department or unit and on the operations of the University.

   Applications which were previously approved as to item (a) above, but were denied because of item (b) or as a result of budget constraints, shall be given priority.

7. All applications for sabbatical leave shall be received by the Dean or equivalent official at least six months before the effective date of the leave. The decision to approve or deny the leave shall normally be rendered within four months after receipt of the application by the Dean or equivalent official.

8. It is expected that a Faculty Member on a sabbatical leave at full pay will not take employment for compensation during the leave, and that one on half pay will not take more than half-time employment, unless such employment is necessary for or enhances the attainment of the purposes for which the leave was granted. In such cases, details of the compensated employment should be included in the outline of the proposal submitted to the Dean or Provost. Included in this provision is the acceptance of fellowships and grants. Upon her/his return from sabbatical leave, the Faculty Member shall report to the Employer in writing on her/his activities during her/his leave, through her/his Dean or Provost, and via the appropriate Chancellor.

B. STUDY LEAVES

1. Study leave of three months with full pay or six months at half pay may be granted by the Employer to full-time Faculty Members in Rank 2 or in Range 1 or 2 at the end of five years' service with the provision that such leaves will be utilized in advanced study.

2. Faculty Members who have served a minimum of five years in Rank or Range 2 without taking a study leave may, upon promotion to their next higher corresponding Rank or Range, apply this time either to a study leave of three months, or as three years' credit toward a sabbatical leave. Faculty Members who have served four years in Rank or Range 2 shall, upon promotion, be granted two years' credit toward a sabbatical leave, and Faculty Members who have served three years in Rank or Range 2 shall, upon promotion, be granted one year of credit toward a sabbatical leave. If a study leave is taken, no time served in the lower Rank or Range can be used to apply toward a future sabbatical

leave. Also, the time actually spent on study leave cannot be applied toward a sabbatical leave.

3. Faculty Members hired on or after August 1, 1978 in Range 2, who have not taken a study leave, shall, upon promotion, apply all time served in Range 2 as full credit toward a sabbatical leave up to a maximum of five years.

4. Each person who applies for a study leave shall submit through her/his Chair to the Dean or Provost a description or narrative of the educational program to which she/he proposes to devote the leave along with her/his reasons for undertaking such a program while on leave. The Dean or Provost shall note her/his recommendation on each application and shall forward each to the Chancellor.

   All requests for study leave must be in the hands of the Dean or Provost at least six months (one academic semester for instructional staff) before the effective date of the leave.

5. In evaluating applications for study leave, at least the following shall be considered:

   a. That no additional positions will be necessary and that the work of the department or unit will be done satisfactorily;

   b. That the purpose of the leave is mutually beneficial to the Faculty Member and the University;

   c. The nature, length and pertinency of the educational program which the Faculty Member plans to undertake;

d. That the Faculty Member's absence will not adversely affect the operations of the University;

e. The Faculty Member's contribution to the University, her/his demonstrated potential for growth and development and her/his seniority (continuous length of service with the University).

6. The Faculty Member must agree to return to the University of Hawaii for at least one year thereafter.

7. In order to give non-instructional Faculty Members an opportunity to attend professional meetings, visit research centers, or observe field practices while away from the State on vacation leave, the Employer may grant leaves of absence with pay for the period actually devoted to these activities.

C. VACATION LEAVES

1. Faculty Members on the eleven (11) month salary schedule in the R, S, and A classifications are eligible to earn vacation leave at the rate of one and three-quarter (1-3/4) working days for each month of service.

2. Faculty Members shall accrue vacation each calendar month according to the following schedule (including non-instructional days):

Calendar Days	Vacation Days Accrued
1 to 3	0
4 to 7	1/4
8 to 11	1/2
12 to 15	3/4
16 to 19	1 full day
20 to 23	1-1/4 day
24 to 27	1-1/2 day
28 or more/month	1-3/4 day

3. Faculty Members on the nine (9) month salary schedule are not eligible to earn vacation leave.

4. Faculty Members on the eleven (11) month salary schedule in the I and C classifications are not eligible to earn vacation leave.

5. Other Conditions

   a. Faculty Members who are appointed on a temporary, contractual or substitute basis while on vacation from another position in the State government or any political subdivision of the State shall not earn vacation allowance for such appointment.

   b. Vacation allowance shall accrue to a Faculty Member while on leave with pay unless specifically prohibited by this Agreement.

   c. No vacation allowance shall accrue:

      1) During the period of any vacation leave or sick leave granted when the appointment terminates or is to terminate at the end of such leave.

      2) During the period the Faculty Member is on leave without pay (except for a period that a Faculty Member is on leave for disability and is being paid Worker's Compensation benefits).

      3) During any period of valid suspension.

      4) During any period of unauthorized leave.

      5) During any period the Faculty Member is on sabbatical leave or study leave.

6. Accumulation or Carry Over of Vacation Leave

a. Faculty Members whose salaries are derived entirely from the general revenues of the State of Hawaii may accumulate up to twenty-one (21) days of vacation leave per calendar year until they accumulate their first forty-two (42) days. Subsequently, Faculty Members may accumulate not more than fifteen (15) days of vacation leave per calendar year, even if their total accumulated days fall below forty-two (42) days. However, vacation leave in excess of fifteen (15) days per year may be accumulated for good cause when a request for such accumulation is approved by the Employer provided such request shall be accompanied by a stipulation that the Faculty Member shall take such excess vacation days at a specified time. If Faculty Members fail to take this vacation at the time specified, they shall forfeit the excess accumulation of vacation leave unless for good reason an extension of time is granted by the Employer.

b. Vacation leave shall be administered on a calendar year basis and recorded at the end of each calendar year.

c. Any Faculty Member who is entitled to an annual vacation may accumulate for the succeeding year or years such unused portion of vacation allowance as is permitted above, provided that the total accumulation shall not exceed ninety (90) working days at the end of the calendar year. If any recorded accumulation of vacation allowance at the end of any calendar year exceeds ninety (90) working days, the Faculty Member shall automatically forfeit the unused vacation allowance which is in

excess of the allowable ninety (90) working days.

d. Nothing contained in this Article shall be construed to prohibit the taking or to require the forfeiture of any vacation which is validly granted and the taking of which is commenced prior to the last working day of any calendar year, notwithstanding that the recording of the current accrued vacation allowance for such year on the last day thereof might result in an accumulation of more than ninety (90) working days including the working days of the vacation so granted and then being taken, but the period of such vacation shall be regarded for all purposes as if the same had been entirely taken prior to the last day of such calendar year.

e. Nothing contained in this Article shall be construed to prohibit the lawful payment of pay in lieu of vacation.

7. Taking Vacation Leave Granted

a. When a vacation is requested on a form prescribed by the Employer, it shall be granted and taken at such time or times as the Employer may designate; provided, that it shall be as close to the requested period as conditions in the unit will permit, and so as to prevent any forfeiture of vacation allowance.

b. When a vacation is granted, it may include, in accordance with law and at the request of the Faculty Member, all vacation allowance accrued up to the end of her/his last full month of service immediately preceding the commencement of the vacation.

c. No vacation leave of less than one (1) hour may be granted. However, when payment in lieu of vacation is legally permissible, or when the Faculty Member's service will not continue at the expiration of the vacation, such payment may include a prorated amount for any fraction of a working day of vacation allowance to which the Faculty Member is entitled.

8. Vacation Charged Only for Working Days

Faculty Members on vacation shall have charged against their vacations only University working days which occur during the period of their vacation.

9. Priority of Scheduling Vacation Leave

Priority in scheduling annual leave shall be given to Faculty Members on the basis of length of service within the unit.

10. Emergency Advanced Vacation

Emergency advanced vacation shall be granted to Faculty Members who have exhausted all earned vacation and for reasons which they establish to the satisfaction of the Employer. Faculty Members shall immediately communicate with the Employer and request such advanced vacations and, if the same is granted, it shall be considered as taken with the express understanding that if such leave is not later earned during the term of employment, the unearned portion of the vacation pay so advanced will be repaid, on demand of the Employer, by the Faculty Members or, if they are deceased, by their executors and administrators out of their estates, or deductions may be made for such unearned portions from any salaries due them, or from any monies credited to them in the

annuity savings fund of the Retirement System of the Employer.

11. Effect of Transfer to Position in which Vacation Allowance is Not Earnable

When a Faculty Member is transferred from or otherwise relinquishes one position in which vacation allowance may be earned, and accepts employment in another position in the service of the University in which vacation allowance may not be earned, she/he may be deemed for purposes of receiving pay in lieu of vacation, to have terminated her/his services.

12. Pay for Vacation Allowance upon Termination

a. Whenever a termination of services takes place, the Faculty Member is to be paid, in accordance with law for her/his vacation allowance either in lump sum or in the normal manner.

b. When payment in lump sum is made, the sum payable for vacation allowance shall be equal to the amount of compensation to which the Faculty Member would be entitled or to which she/he would be allowed during the vacation period if she/he were permitted to take her/his vacation in the normal manner. A fraction of a day of vacation credit shall not serve to extend the period of a Faculty Member's vacation, but the individual shall be paid, for such fractional credit, an amount equivalent to the said fraction of a day's pay.

c. However, if the Faculty Member is immediately rehired by the Employer, and will continue to earn vacation allowance, such payment shall not be made.

13. A Faculty Member who, pursuant to Federal statutes, is called or ordered and reports either voluntarily or involuntarily for active military duty with a branch of the U.S. Armed Forces shall be deemed to have terminated her/his services for the purposes of this Article. The Faculty Member's choice of lump sum payment for her/his vacation allowance will not of itself cause the forfeiture of her/his unused sick leave credits.

14. In the event that a vacation request is denied by the Employer, the Faculty Member may ask to be given the reasons in writing.

15. Faculty Members whose salaries are paid from other than the general revenues of the State of Hawaii or from funds deemed by the Employer to be assured for an indefinite period of time have vacation leave comparable to other calendar year personnel. However, for accumulation purposes, a Faculty Member may accumulate ten (10) days of vacation leave per calendar year until she/he accumulates a total of ninety (90) days; provided further, that effective January 1, 1984, a Faculty Member may accumulate fifteen (15) days of vacation per calendar year until she/he accumulates a total of ninety (90) days and that effective January 1, 1985, the accumulation of vacation leave shall be the same as provided in Section C.6. of this Article. A Faculty Member may accumulate more than ten (10) or fifteen (15) days of vacation leave per calendar year respectively, up to a maximum of ninety (90) days upon the recommendation of the principal investigator, who will certify that this action is in the best interest of her/his project and that funds are available to cover the accumulated vacation. Vacation leave will not be granted for any period extending beyond the expiration date of

the contract or grant that provides the funds from which the Faculty Member is paid.

D. SICK LEAVES

1. Except as modified by the terms of this Agreement, Faculty Members of the University of Hawaii at Manoa, Hilo, West Oahu College, and the Community Colleges shall retain all the rights and access to sick leave as set forth in the written rules, regulations and policies of the Board of Regents in effect on July 1, 1980.

2. In addition to the above:

   a. For Faculty Members on the 11-month salary schedule in the R, S, A, and C classifications, sick leave shall be allowed for medical, dental, optical, and optometrical examination appointments which the Faculty Member cannot schedule for non-working time.

   b. Sick leave shall be allowed for temporary disabilities as defined under the Equal Employment Opportunity Commission Guidelines, Title 29, Chapter 14, Section 1604, of the Code of Federal Regulations.

E. BEREAVEMENT LEAVE

1. Faculty Members covered by this Agreement shall be allowed three (3) working days as bereavement leave which shall not be deducted from any other leave to which the Faculty Member may be entitled. Bereavement leave shall be granted on such days as designated by the Faculty Member, provided they fall within a reasonable period of time after a death in the immediate family.

2. For the purposes of this Article, immediate family is defined as: parents, siblings, spouses, children, father-in-law, mother-in-law, grandparents, grandchildren or any individual who has become a member of an immediate family through the Hawaii "Hanai" custom. Provided, however, individuals affected by the "Hanai" relationship shall be entitled to utilize funeral leave only for those members of the immediate family resulting from the "Hanai" relationship.

3. If the death or funeral occurs outside the State of Hawaii, the Faculty Member shall be granted, upon request, a reasonable number of additional days of accumulated vacation leave or, if none such exists, of leave without pay.

F. HOLIDAYS

1. Legal holidays shall be observed as provided under Section 8-1, H.R.S., as amended. Such holidays are:

New Year's Day.....First day of January
Presidents' Day.....Third Monday in February
Kuhio Day.....Twenty-sixth day of March
Good Friday.....Friday preceding Easter Sunday
Memorial Day.....Last Monday in May
Kamehameha Day.....Eleventh day of June
Independence Day.....Fourth day of July
Admission Day.....Third Friday in August
Labor Day.....First Monday in September
Discoverers' Day..... Second Monday in October
Veterans' Day.....Eleventh day of November
Thanksgiving Day....Fourth Thursday in November
Christmas Day.....Twenty-fifth day of December

All election days, except primary and special election days, in the county wherein the election is held.

Any day designated by proclamation by the President of the United States or by the Governor as a holiday.

2. If any of the State's legal holidays falls on Sunday, the following Monday shall be observed as a holiday. If such a day falls on a Saturday, the preceding Friday shall be observed as a holiday.

3. Holidays shall be credited toward the accrual of vacation and sick leave.

ARTICLE VI. LEAVES WITHOUT PAY

A. LEAVE WITHOUT PAY FOR PROFESSIONAL IMPROVEMENT

1. Leaves of absence without pay for professional improvement may be granted where such leave is determined to be to the advantage of the University, provided a satisfactory temporary replacement can be secured. Such leaves will not be granted for periods longer than one year at a time. Leaves without pay which exceed one month are creditable toward sabbatical leave credit or salary increments if there is a prior agreement in writing.

2. Professional improvement leaves are granted only in cases where the recipient will enhance her/his value to the University by deliberately seeking to improve her/his professional abilities. In these leaves, the improvement of the recipient's professional abilities must be primary and direct, and not a secondary or incidental consequence, such as may result from employment by an outside agency.

a. If the support for the leave is provided by the recipient herself/himself, then the recipient's statement of purpose establishes whether the primary purpose is professional improvement.

b. If support is provided by an outside agency, then the agency's reason for providing support defines the primary reason of the leave.

c. Fellowships and foundation grants awarded to enable recipients to pursue the kind of research, scholarship and creative work which improve their professional abilities and so enhance their value to the University are considered to be for professional improvement.

B. LEAVE WITHOUT PAY FOR PERSONAL REASONS

1. Leave without pay may be granted to a Faculty Member for the purpose of engaging in activities judged by the Employer to be to the advantage of the University, but which do not qualify her/him for leave without pay for professional improvement, provided that a temporary replacement satisfactory to the Employer can be secured. Such leaves shall normally not be granted for more than one (1) year at a time.

2. Personal leave may also be granted to a Faculty Member for compassionate reasons, provided that a temporary replacement satisfactory to the Employer can be secured. Such leaves shall not be granted for more than ninety (90) days at a time. When such leaves are of an emergency nature, approval shall not be unreasonably withheld.

3. Leaves without pay for personal reasons are not creditable toward sabbatical leave or salary increments.

C. APPLICATIONS

Applications for leave without pay must be submitted through the Chair to the Dean or Provost with a statement of the reason for such leave. The Dean or Provost shall note her/his recommendation on each application and shall forward each to the Chancellor.

When possible, applications other than for leaves of an emergency nature should be initiated at least six months in advance of the desired effective date.

ARTICLE VII. FACULTY TRAVEL

A. PROFESSIONAL MEETINGS

In recognition of the value in Faculty Members attending professional meetings as part of their normal professional activity and their professional development, the Employer agrees to facilitate the travel of Faculty Members to professional meetings insofar as is possible without interfering with maintaining the efficiency of University operations within available funds.

B. PER DIEM

The Employer's present rules and regulations on Travel Policies and Procedures shall be amended to provide for the following:

1. When Faculty Members are required to travel on official business to other islands within the

State of Hawaii, they shall be provided with a travel allowance as follows:

Effective July 1, 1981 -- $45 per 24-hour day.

2. When Faculty Members are required to travel on official business to areas outside the State of Hawaii, they shall be provided a travel allowance as follows:

   Effective July 1, 1981 -- $65 per 24-hour day.

3. For both in-state and out-of-state travel, one quarter of the daily rate is allowed for each period of six hours or fraction thereof calculated from midnight.

4. Nothing in this Article shall be interpreted to restrict a more liberal per diem payment (or other reimbursement) if such payment is provided by an external source of funding.

C. MILEAGE REIMBURSEMENT

The Employer's present rules and regulations for reimbursing Faculty Members for use of their private vehicles when required to use such vehicles in carrying out their duties shall be modified to provide for:

Reimbursement at a rate of thirty cents (30¢) per mile traveled on business, effective July 1, 1982.

ARTICLE VIII. ACADEMIC FREEDOM AND RESPONSIBILITY

A. ACADEMIC FREEDOM

The Faculty Member is entitled to freedom in the classroom in discussing her/his subject of

expertise, in the conduct of research in her/his field of special competence, and in the publication of the results of her/his research. The Employer recognizes that the Faculty Member, in speaking and writing outside the University upon subjects beyond the scope of her/his own field of study, is entitled to precisely the same freedom and is subject to the same responsibility as attaches to all other citizens. When she/he thus speaks as a citizen, she/he should be free from censorship or discipline.

B. RESPONSIBILITY

The Faculty Member is responsible for maintaining high professional standards of scholarship and instruction in her/his field of special competence. In giving instruction upon controversial matters, the Faculty Member is expected to set forth justly and without suppression the differing opinions of other investigators, and in her/his conclusions provide factual or other scholarly sources for such conclusions. She/he should be careful not to introduce into her/his teaching controversial matter which has no relation to her/his subject. In the conduct of research, the Faculty Member shall adhere to legal and ethical standards and procedures. A Faculty Member employed by an organized research unit or other organizational unit with a research mission, or whose research is supported by an extramural contract or grant, has a responsibility to follow the directions of her/his supervisor or principal investigator in the conduct of research in support of the mission of the unit or in fulfillment of the terms of the contract or grant. The commitment to academic freedom in the conduct of research does not imply that a Faculty Member's research is not subject to critical review and judgment as to its quality and significance. When speaking and acting as a citizen, the Faculty Member shall take suitable precaution to assure

that her/his personal utterances or actions are not construed as representing the University.

C. PROCEDURE FOR DEALING WITH ALLEGED INFRINGEMENTS

1. When a Faculty Member believes that her/his academic freedom is threatened by the possible violation of Article A above, she/he may discuss the matter with the Department Chair or the appropriate Administrative Officer.

2. If a satisfactory adjustment of the matter does not result, the Faculty Member may present her/his case, confidentially and orally, to the Faculty Advisory Committee on Academic Freedom, which will then informally inquire into the situation to determine whether there is a probable violation of the provision on academic freedom, and attempt to effect an adjustment.

3. If the committee concludes that academic freedom is in jeopardy by the probable violation of Article A above, and that no adjustment can be effected, it will then request a written statement from the complaining Faculty Member and proceed to collect all factual materials available relating to the case.

4. After consideration of these materials, the committee will make a recommendation to the appropriate Administrative Officer, with a copy to the appropriate Chancellor.

5. If the Administrative Officer takes action which does not satisfy the Faculty Member, and the Faculty Member believes the action violates Article A above, she/he may file a grievance at Step 1 of the Grievance Procedure (Article XXII).

D. ADVISORY COMMITTEE ON ACADEMIC FREEDOM

The Faculty Advisory Committee on Academic Freedom shall consist of five (5) members appointed from the Faculty Personnel Panel established pursuant to Article XII of this Agreement. A majority of the committee shall be from the campus in which the alleged infringement occurred. Additionally, at Manoa and the University of Hawaii at Hilo, at least two (2) members of the majority from the respective campus shall be from the school or college of the Faculty Member.

ARTICLE IX. TENURE AND SERVICE

A. DEFINITIONS. As used in this Agreement, the term:

1. "Academic tenure" means the right of Faculty Members to permanent or continuous service in the University.

2. "Probationary period" means the period of assessment of eligible Faculty Members prior to the awarding of tenure.

B. PROBATIONARY PERIOD

1. Probationary Service.

   a. The probationary period begins when the Faculty Member first holds an appointment effective on or after July 1 and prior to October 2 for full-time service fully funded from the general revenues of the State of Hawaii or from funds deemed by the Employer to be assured for an indefinite period, except as otherwise provided in this Agreement.

b. The probationary period ends by the granting of tenure, the refusal of tenure by the Employer, or the non-renewal of appointment. During this period, the probationer does not have a claim to her/his position and the Employer, through its officers, may exercise its prerogative of non-appointment without a statement of reasons, except as provided in Paragraph L. of this Article.

c. The probationary period may be interrupted during periods when the Faculty Member does not hold a full-time contract or is on leave without pay. If she/he signs a contract for a position in which less than 100 percent of the funds come from the general revenues of the State, or less than 100 percent from funds deemed by the Employer to be assured for an indefinite period, her/his probationary period may also be interrupted. However, if her/his probationary period has begun, and she/he is transferred by her/his administrative head to a position for which less than 100 percent come from State funds, she/he shall continue to accrue probationary credit for her/his services. By specific agreement in writing in advance, the Faculty Member and the Employer may agree that periods when the Faculty Member is on leave without pay or is serving under contract for a position for which less than 100 percent of the funds come from State funds or from funds deemed by the Employer to be assured for an indefinite period will count toward the probationary period.

d. "Full-time probationary service" eligible for credit toward academic tenure must consist of teaching and/or research and/or extension and/or specialized work in the University in Ranks 2, 3, 4, and 5 in the A

or S classification, or in Ranks 3, 4, and 5 in I or R classification, or in Ranges II, III, IV, and V of the C classification in the Community Colleges. Faculty Members employed in Rank 2 of the I or R classifications prior to July 1, 1977 shall be credited with probationary service in that Rank. In absence of agreement to the contrary, service on a terminal year contract does not count as probationary service.

e. A Faculty Member with full-time non-probationary service in one of the Ranks or Ranges specified in Paragraphs B.2.a. below who accepts a probationary appointment without a break in service at the same Rank or Range and with the same duties shall, upon her/his written request made within thirty (30) days of the effective date of such appointment, be granted a reduction in probationary period. Her/his probationary period shall be as provided in Paragraph B.2.a. reduced by the number of full years of service in the prior non-probationary appointment as defined above, or shall be two (2) years, whichever is greater.

2. Duration of Probationary Period.

a. The normal probationary period is five (5) probationary years while in salary classifications A2, S2, I3, R3, A3, S3 and C; three (3) years while in classifications I4, R4, A4 and S4; and two (2) years while in classifications I5, R5, A5 and S5. Faculty Members in salary classifications C2, I3 and R3 may, during their fourth probationary year, request a three (3) year contract; if granted, this action will effectuate an extension of the probationary period to the maximum seven (7) years.

b. A Faculty Member who applies for promotion during the same year she/he is being evaluated for tenure will not be awarded tenure if she/he is denied promotion.

c. A Faculty Member in salary classification I3 or R3 whose appointment is effective on or after July 1, 1977, shall be awarded promotion to Rank 4 without separate application if granted tenure. The decision to grant tenure shall include a determination that the Faculty Member qualifies for promotion to the Rank in which tenure is granted.

d. A Faculty Member in salary classification C2 whose appointment is effective on or after July 1, 1980 shall be awarded promotion to Range 3 without separate application if granted tenure. The decision to grant tenure shall include a determination that the Faculty Member qualifies for promotion to the Range in which tenure is granted.

e. Faculty Members with service in a Rank or Range which does not count as probationary service may, upon promotion to a Rank or Range which is probationary, request a shortening of the normal probationary period by up to three (3) years, or the number of years of such non-probationary service, whichever is smaller.

f. The probationary period for any Faculty Member may be lengthened, or shortened, or eliminated by specific action of the Employer either at the request of the Faculty Member or upon the initiative of the Employer, but in no instance may the total full-time probationary service exceed seven (7) years. The Employer shall notify

the Faculty Member, in writing, of the decision to lengthen, shorten, eliminate or in any way alter the normal probationary period. If tenure is denied, the Faculty Member will be given a terminal one-year appointment.

3. Contracts During Probationary Period.

a. Initial appointment to the Faculty, by contract, shall be for a period not to exceed one year. Renewal of contract during the probationary period as defined in Paragraph B.2. shall be for one-year terms.

b. Initial contracts in the C and I classifications usually will be effective beginning August 1 and continue through the following July 31.

If the Faculty Member is to be reappointed, she/he will be offered a new contract which becomes effective July 1. This contract is for one year, and subsequently will be replaced by other contracts for various terms all effective July 1, but always with the provisions that the terminal year will include July, thus providing for the month otherwise lost from the initial contract (mutatis mutandis, if the initial contract begins earlier than August).* This final month is not accumulated vacation, but is a delayed payment for the month eliminated from the initial contract in the transition from the academic to the fiscal year basis. In case the initial contract is not renewed, the original contract remains in

*Personnel appointed before July 1, 1975 whose appointments were effective on September 1 will be governed by the prior policy covering the terminal months of July and August (mutatis mutandis).

effect through its stated term.

Initial contracts in the R, S, or A, and eleven-month appointments in the C classification may begin at any date, and usually are for a period of one year although they may be for a shorter period terminating June 30. In no case will the initial contract be for longer than one year. If the initial appointment is to be continued, the renewal contract will be effective July 1 and will replace any unexpired portion of the first contract. Persons appointed specifically on a research grant or contract will be appointed for one year or less, renewal being subject to the needs of the program and availability of funds. The beginning and ending of their annual employment contracts will coincide with anniversary dates of the research grant or contract from which they are paid.

C. TENURE APPLICATION, REVIEW AND NOTIFICATION

All eligible Faculty must apply for tenure by their final year of probationary service according to a timetable established and published by the Employer, provided previous years of probationary services have been rated as satisfactory. Following review of the application, the Employer through its officers shall notify the Faculty Member by June 30 following the date of application whether it will grant or refuse to grant tenure on the following July 1. If tenure is refused, the Faculty Member shall be offered a terminal year's contract commencing July 1. If notification of refusal of tenure is not given in writing by June 30 of the final year of probation, the Faculty Member shall receive a year's extension of probationary service with the option of reapplying for tenure during that year. Personal delivery of the

notice in writing, or the mailing of the notice by certified or registered mail to the last recorded residence of the Faculty Member, on or before June 30, shall constitute an effective notification. A Faculty Member who fails to apply for tenure during the final year of probationary service shall be given a one-year terminal contract commencing July 1.

D. EFFECTIVE DATES FOR TENURE

For the purposes of tenure, a full-time appointment which is effective on October 1 or prior to that will be considered as a full year of probationary service on June 30 next. Where the effective date of the initial appointment is later than October 1, the partial year will not count in the calculation of the probationary period. In such event, the probationary period will commence on August 1 following.

E. PERSONNEL FOR WHOM TENURE IS NOT APPLICABLE

1. University personnel who have not been on probationary status or who have been notified of contract non-renewal are ineligible to apply for tenure.

2. Community College personnel appointed at Range 1 are not awarded tenure in that Range. Personnel in the C classification at Range 2 appointed on or after July 1, 1980 shall not be awarded tenure in that Range, provided, however, that any such personnel who were appointed before July 1, 1980 may be awarded tenure in that Range.

3. Personnel in the I and R classifications at Ranks 2 and 3 at Manoa, Hilo and West Oahu College appointed on or after July 1, 1977 shall not be awarded tenure in those Ranks,

provided, however, that any such personnel who were appointed before July 1, 1977 may be awarded tenure in those Ranks. Personnel in classifications I2 or R2 will be given appointments of one year or less during their first two years of service. They may be given appointments of two-year terms after their second full year of service, and appointments of three-year terms after four (4) years of service.

4. Visiting Faculty should be appointed for not more than one (1) year at a time, with the title "Visiting" preceding the designated Rank. Temporary Faculty may be appointed to fill temporary vacancies in tenured positions or to fill temporary positions established from the general revenues of the State of Hawaii. Visiting and temporary Faculty do not earn probationary credit at the University of Hawaii.

5. Recommendations for renewal of contracts of personnel governed by Subparagraphs 2 and 3 above shall be made in accordance with the procedures of Article X, Paragraph B. Notification of intent not to renew an appointment shall also be given in accordance with dates set forth in Article X, Paragraph B. Contracts for all other non-probationary personnel shall be for one (1) year or less, with notification governed by Paragraph M of this Article.

F. PRIOR SERVICE

Service with universities and other organizations before joining the University of Hawaii will not be considered in the calculation of the probationary period.

Probationary credit earned at one campus within the University of Hawaii System may be transferable to

another campus provided that the probationary period at the recipient campus shall consist of at least two (2) years of eligible full-time service on that campus before a tenure appointment is made. A request for the transference of all or part of such credit shall be made in writing by the Faculty Member to the Employer. Unless approved in writing prior to commencement of service at the recipient campus, such prior service will not be credited.

G. LEAVES OF ABSENCE DURING PROBATIONARY PERIOD

Faculty Members who have leaves of absences with or without pay during the probationary period must be aware that such leave will not necessarily be credited toward their probationary period. Leaves of absences of duration not greater than thirty (30) days during probationary periods shall be credited toward the probationary period. Credit for periods of leaves of absences, with or without pay, which exceed thirty (30) days in duration shall be approved in writing by the Employer before such leaves are taken, and in the absence of such approval, the leave period will not be credited.

H. BROKEN SERVICE

Faculty Members who resign having accumulated probationary service and are subsequently reappointed to the same or another campus with a break in service of up to three (3) years will have their probationary status determined and agreed upon in writing between the Faculty Members and the Employer before reappointment, provided that the remaining probationary period upon reappointment shall consist of at least two (2) years of eligible full-time service. If such determination and agreement is not made in writing prior to reappointment, the prior service will not be credited. Appointees with more than three (3) years of break in service shall follow the probationary periods detailed in Paragraph B.2. of this Article.

I. APPOINTMENT TO ADMINISTRATIVE DUTIES

Any University of Hawaii Faculty Member holding tenure who is appointed to an administrative position will retain her/his academic title and full right to return at the termination of the administrative appointment to her/his academic position on a full-time basis, with the same tenure rights as others holding a similar rank.

Any Faculty Member who assumes administrative duties prior to the award of tenure shall retain her/his academic title. While serving in the administrative position, she/he will not automatically continue to accumulate probationary credit toward tenure, but she/he will retain the right to return in probationary status to her/his academic position at the termination of the administrative appointment.

Upon return of a Faculty Member to her/his academic position, the Faculty Member's salary in her/his Rank will be that which most closely corresponds with that which she/he would have received had she/he not assumed administrative duties (taking into account such increments and increases as she/he would have received in the interim), with such adjustments as may be equitable under the circumstances.

J. LOCUS AND TRANSFER OF TENURE WITHIN THE UNIVERSITY OF HAWAII

1. Locus of tenure. Tenure is granted at one of the campuses of the University System. At the Manoa Campus, tenure is further limited to a given college, school, or organized research or service unit. At the other campuses, similar distinctions shall be made with tenure granted at a college or major service or program unit.

While West Oahu College shares the campus with Leeward Community College, tenure will continue to be awarded at the respective colleges.

2. Tenure on one campus. Although a Faculty Member can hold joint appointments on two campuses, she/he shall hold tenure at only one campus at any given time. (Note: For the rules below, the University of Hawaii campus a person leaves is called Campus 1 and that she/he goes to is called Campus 2. These terms are general and so apply as stated if a Faculty Member returns to her/his original base, which then becomes Campus 2).

3. Immediate tenure. The Employer may grant a tenured Faculty Member transferring from Campus 1 to Campus 2 immediate tenure at Campus 2. Accepting tenure at Campus 2 automatically voids tenure at Campus 1.

4. Transfer of tenured persons. If immediate tenure is not granted at Campus 2, the Faculty Member may request a leave of absence from her/his tenured position at Campus 1 for one (1) year; the leave may be extended one (1) more year. If at the end of two (2) consecutive years on leave, the Faculty Member does not return to her/his tenured position, she/he loses tenure at Campus 1. Campus 2 may grant her/him tenure at this point. A Faculty Member from Campus 1 who is appointed to an administrative position at Campus 2 shall retain all rights on Campus 1, as provided in Paragraph 1.

5. Transfer of programs. If a program of the University System is transferred from one campus to another, Faculty Members engaged in the program shall have the right of first refusal to appointment to Campus 2. Faculty Members who elect to transfer retain their tenure or probationary credit toward tenure, as

well as their Rank or Range. If they do not wish to transfer, Campus 1 shall endeavor to find an appropriate appointment on its campus or on other campuses of the University System. If Campus 1 finds that no appropriate position exists, it may terminate the tenured Faculty Member's appointment, with notice given to the Faculty Member not less than twelve (12) months before termination or in lieu thereof with severance pay equal to twelve (12) months salary; or, as an alternative to the foregoing and at the request of the Faculty Member, place her/him on leave without pay for a period of up to two (2) years. If Campus 1 finds an appropriate position while the Faculty Member is on leave without pay, she/he shall be offered employment in such position. An offer of employment must be accepted within fifteen (15) days after the date of receipt of the offer. If the offer is not accepted, Campus 1 has no further obligation to find an appropriate position for the Faculty Member.

K. TENURE EVALUATION PROCEDURES

1. Preparation of Tenure Applications.

Guidelines for filling out and processing tenure applications shall be established by the Employer. Criteria shall be in writing and shall be distributed in the guidelines and procedures provided to the applicant along with the tenure application forms and shall be the basis on which judgment for consideration of tenure shall be made.

Tenure application forms shall be made available to eligible Faculty Members no less than six (6) weeks prior to the application deadline. Faculty Members applying in the final year of the normal probationary period shall have the option of being considered under the

criteria contained in the guidelines distributed in the year of application or those contained in the guidelines distributed two years earlier.

2. Procedures for Evaluating Tenure Applications.

a. The application for tenure is prepared by the candidate in consultation with her/his Department/Division Chair (DC), if so requested by the candidate, in accordance with the established guidelines. No anonymous material shall be made a part of any dossier.

b. The application is then reviewed for completeness by the DC and the Department/Division Personnel Committee (DPC), who will consider the evidence, make a written assessment (or assessments) of the strengths and weaknesses of each applicant, append a recommendation if they so desire, and transmit the dossier to the next higher level of review.

In those academic units where the position comparable to that of Department/Division Chair (DC) is filled by a person who is not a member of the Bargaining Unit, that person will not participate in the selection, deliberations and recommendations of the DPC and DC provided in Subsection 2.b. above. Faculty of such academic units shall determine the composition of their DPC upon being convened by the person in the position comparable to the DC. The person in the position comparable to the DC shall make an independent assessment, which shall be appended to the recommendation of the Dean/Director or Provost, but which shall not constitute a separate recommendation.

c. The application shall be assigned to one of the Tenure and Promotion Review Committees (TPRC) appointed by the Employer in accordance with Article XII (applicants should note their right to the Exclusion Option in Section E of that Article).

d. At Manoa, the dossier is forwarded by the DC to the Dean/Director who, after making her/his assessment and recommendation, shall refer it to the TPRC. The TPRC shall review the dossier and make a recommendation, after which the dossier is returned to the Dean/Director for transmission to the Chancellor.

e. At West Oahu, in the event that there is no Division or Department at the time the application for tenure is submitted, the Faculty Member may consult with her/his immediate supervisor in preparing her/his application. The application is submitted to the Chancellor, who shall refer it to the TPRC. The TPRC shall review the dossier and submit its recommendation to the Chancellor.

f. At the Community Colleges, the dossier is forwarded to the Provost, who shall refer it to the TPRC. The TPRC shall review the dossier and submit its recommendation to the Provost.

g. At the University of Hawaii at Hilo, the dossier is forwarded to the Dean/Director, or Provost who, after making her/his assessment and recommendation, shall refer it to the TPRC. The TPRC shall review the dossier and make a recommendation, after which the dossier is returned to the Dean/Director, or Provost for transmission to the Chancellor.

h. When an administrative official disagrees with the recommendation of the TPRC, she/he shall discuss the case with the TPRC before making her/his recommendation.

i. The Employer will notify the Faculty Member of its decision in accordance with Paragraph C of this Article.

j. In order to protect and enhance the integrity of the Faculty committee process, the TPRC shall proceed with the utmost discretion and in a confidential manner. The voting shall be done by secret ballot. The applicant shall not attempt to influence or communicate with the committee or its members. Faculty Members participating in all Personnel Committees have the responsibility for avoiding conflicts of roles.

k. The internal procedures of Department, Division, and Tenure and Promotion Review Committees shall not constitute the basis of a grievance.

l. If a school or college, because of newness, size, or program is not organized with departments or divisions, the Department or Division Personnel Committee shall be dispensed with, and a Faculty Personnel Committee will be constituted for that school or college. If additional Faculty to supplement the committee are desired, the Chancellor may, in consultation with the school or college Dean or Provost, appoint Faculty Members from other colleges or schools of the University to serve on an ad hoc basis.

m. For Hilo College Disciplines that have six (6) or more full-time Faculty Members, the Division Personnel Committee referred to in

Article IX, X and XI may be composed of personnel in that discipline. In the formation of the Personnel Committee, the discipline should avoid inclusion of personnel who are applicants for tenure or promotion, personnel under consideration for contract renewal, and personnel on terminal year appointments. The discipline may include other Faculty from within the Division in its Personnel Committee. For these disciplines, the term DC shall refer to Discipline Chairman for purposes of personnel evaluations.

Faculty in disciplines with fewer than six (6) full-time Faculty Members shall be served by a Division Personnel Committee composed of Faculty from the disciplines within their Division. For these disciplines the term DC shall refer to Division Chairman for purposes of personnel evaluations.

n. The procedures set forth in this section shall apply to the tenure review process beginning with the academic year 1983-84.

L. NEGATIVE TENURE ACTIONS

1. In the tenure evaluation process, the campus head (Chancellors or Provosts, except the Provost of Hawaii Community College) will notify each Faculty Member whose dossier contains a negative recommendation with respect to her/his tenure application.

2. When a Faculty Member receives such notice from the campus head, the Faculty Member may, within five (5) calendar days after receiving such notice, inform the campus head in writing that she/he would like to examine the dossier.

3. Upon receiving the request, the campus head or her/his designee shall provide the Faculty Member an opportunity to examine the dossier within five (5) calendar days.

4. The Faculty Member may, within ten (10) calendar days after examining the dossier, submit written comments and additional material to the campus head for transmission to the Tenure and Promotion Review Committee.

5. The TPRC will consider the comments and additional material submitted by the Faculty Member and incorporate these together with its recommendation in the dossier. The campus head will, after reviewing the dossier and the recommendation of the TPRC, make her/his recommendation or decision.

6. When a Faculty Member receives written notification from the University, in accordance with Paragraph C of this Article, that her/his application for tenure has not been granted, she/he may, within ten (10) calendar days after receiving such notice, inform the campus head in writing that she/he would like to examine the dossier.

7. Upon receiving the request, the campus head or her/his designee shall provide the Faculty Member an opportunity to examine the dossier within ten (10) calendar days.

8. The Faculty Member may within ten (10) calendar days after examining the dossier, or within twenty (20) calendar days of receipt of the written notification if she/he does not examine the dossier, elect one of two alternative procedures by submitting a request in writing in accordance with the following:

a. If the Faculty Member believes that this Agreement or the supplemental guidelines and procedures established or approved by the Employer have been violated or misapplied and that such violation or misapplication has adversely prejudiced her/his application, she/he may file a grievance at Step 1 of the Grievance Procedure by complying with the requirements of Article XXII, Grievance Procedure.

b. In the alternative, the Faculty Member may request a meeting with the Administrative Official who notified her/him of the negative decision. In such event, the Administrative Official shall meet with the Faculty Member.

1) If the Faculty Member then wishes to appeal the decision and request a reconsideration on the substance of the application, she/he may submit her/his request together with any additional materials within ten (10) calendar days after such meeting.

2) If the recommendation of the TPRC in the review process has been positive, the Employer shall, at the request of the Faculty Member, appoint a special committee to review the case and make recommendations on any specific, substantive aspects of the application referred to it. In the review process the special committee shall be free to meet with the Faculty Member and the Administrative Official as it deems necessary. It shall act with discretion and due consideration for the confidentiality of the matter involved. The special committee shall be made up of four members selected by the

Employer after consultation with the Chair of the TPRC, if available, and the Chair of the Faculty Member's department, division, or equivalent unit.

3) At the conclusion of the reconsideration process, the Employer will notify the Faculty Member of its decision. If the decision remains negative, and if the Faculty Member so requests, the Employer will provide the Faculty Member with a statement of reasons for the decision. The decision of the Employer shall be final.

4) The decision of the Employer under this alternative, being on a consideration of the substance of the application, shall not be subject to the formal grievance procedure.

M. NOTICE OF RESIGNATION AND NON-RENEWAL OF LIMITED TERM CONTRACTS

Because it is especially difficult for the Employer to replace Faculty Members on short notice, good professional practice requires that a Faculty Member who expects to resign should give notice of her/his intention well in advance. Similarly early notification will be given to Faculty Members on limited term contracts when it is the intent of the Employer not to renew the contract.

ARTICLE X. RENEWAL OF CONTRACTS DURING PROBATIONARY PERIOD

A. GENERAL

Renewal of contracts during the probationary period shall not exceed one-year terms, except as provided in Article IX, B.2.a. Recommendations for renewal shall require that the Faculty Member's performance has been assessed for strengths and weaknesses and has been rated as satisfactory, that there is a continuing need for her/his services at the University, and that she/he has made the professional improvement or has demonstrated the professional and personal qualities needed by her/his department, or similar considerations. A positive assessment does not necessarily assure renewal of appointment.

B. PROCEDURES

The reappointment recommendation form is initiated by the Department/Division Chair. The form will provide for the assessment by the Department/Division Chair and the Department/Division Personnel Committee of the Faculty Member's performance. The form is passed to the Department/Division Personnel Committee which will include its assessment and recommendation with the form and transmit the material to the Chair who will make her/his assessment and recommendation. The Chair will then show the assessments and recommendations to the Faculty Member concerned before forwarding same.

Written notification of intent to terminate an appointment at the end of the initial year shall be given by the Employer to a probationary Faculty Member by February 1 of that year, or in the case of a mid-year appointment by May 1. Written notification to terminate an appointment at the end

of the second year shall be given by December 15 of that year. If notification of termination is not given by the dates defined above, the Faculty Member will be given a one-year terminal contract commencing on the following July 1.

After two (2) or more full-time probationary years, at least twelve (12) calendar months' notice of termination will be given.

C. NON-REAPPOINTMENT, STATEMENT OF REASONS

In a case in which the Employer has exercised its prerogative of non-reappointment, the Faculty Member may within twenty (20) calendar days of receipt of the written notification request a meeting with the Provost, Dean or other appropriate official.

If the Faculty Member requests, she/he will be advised orally of the reasons for the non-reappointment. Upon written request of the Faculty Member within ten (10) calendar days of the meeting, the reasons will be confirmed in writing.

D. NON-GRIEVABILITY

Since the probationer does not have a claim to her/his position and the Employer may exercise its prerogative of non-reappointment, the requested statement of reasons is provided for purposes of information only; and the statement of reasons, the decision of the Employer, and the provisions of this Article, with the exception of Paragraph B, Procedures, shall not be subject to the grievance procedure.

ARTICLE XI. PROMOTION

A. GENERAL

Any Faculty Member shall upon application be considered for promotion in any year in accordance with guidelines established by the Employer. Criteria shall be in writing and shall be distributed in the guidelines and procedures provided to the applicant along with the promotion application forms and shall be the basis on which judgment for consideration of promotion shall be made.

B. PROCEDURES FOR RECOMMENDING PROMOTION

1. The application for promotion is prepared by the candidate in consultation with her/his Department/Division Chair, if so requested by the candidate, in accordance with the established guidelines. No anonymous material shall be made a part of any dossier.

2. Procedures and provisions described in Article IX, K.2, Paragraphs b through n, shall apply for promotion as well as tenure, except as otherwise provided in this Article.

3. The Employer will notify the Faculty Member of its decision in writing normally no later than June 30. The promotion, if granted, will be effective as of July 1, even if the decision and notification are made after June 30.

C. SALARY UPON PROMOTION

Each Faculty Member promoted in accordance with this Article shall receive an increase in salary of eight percent (8%) above what her/his salary would have otherwise been provided that such increase shall not be less than necessary to place her/him at the minimum salary of the next Rank or Range set

forth in Table I of Article XIX to which she/he is promoted. In the event the increase of eight percent (8%) should exceed the maximum salary on the next higher Rank or Range, the increase of the amount beyond the maximum shall be subject to the approval of the President.

D. NEGATIVE RECOMMENDATION

1. In the promotion evaluation process, the campus head (Chancellors or Provosts, except the Provost of Hawaii Community College), will, after receipt of the TPRC report, notify each Faculty Member whose dossier contains a negative recommendation with respect to her/his promotion application.

2. When a Faculty Member receives such notice from the campus head, the Faculty Member may, within five (5) calendar days after receiving such notice, inform the campus head in writing that she/he would like to examine the dossier.

3. Upon receiving the request, the campus head or her/his designee shall provide the Faculty Member an opportunity to examine the dossier within five (5) calendar days.

4. The Faculty Member may, within ten (10) calendar days after examining the dossier, submit written comments and additional material to the campus head for transmission to the Tenure and Promotion Review Committee.

5. The TPRC will consider the comments and additional material submitted by the Faculty Member and incorporate these together with its recommendation in the dossier. The campus head will, after reviewing the dossier and the recommendation of the TPRC, make her/his recommendation or decision.

6. When a Faculty Member receives written notification from the Employer in accordance with Section B, that her/his application for promotion has not been granted, she/he may, within ten (10) calendar days after receiving such notice, inform the campus head in writing that she/he would like to examine the dossier.

7. Upon receiving the request, the campus head or her/his designee shall provide the Faculty Member an opportunity to examine the dossier within ten (10) calendar days.

8. The Faculty Member may, within ten (10) calendar days after examining the dossier, request a meeting with the Chancellor. In such event the Chancellor shall meet with the Faculty Member.

E. PROMOTION REVIEW PANEL (PRP)

1. For the purpose of providing the President with assistance and advice on certain cases which come before her/him in accordance with the provisions of this Article, Promotion Review Panels (PRP) to be made up of senior, experienced, and knowledgeable persons in the University shall be established.

2. Promotion Review Panels of three (3) to five (5) members shall be appointed by the President of the University or her/his designee, with the concurrence of the President of the Assembly or a senior Faculty Member duly designated by her/him.

   Separate Promotion Review Panels shall be established for the University of Hawaii at Manoa, University of Hawaii at Hilo and West Oahu College, and the Community Colleges. More than one Panel may be established for each of these constituencies.

3. A PRP may be convened in the following situations, upon compliance with the procedures set forth in this Article:

   a. When the TPRC has recommended in favor of promotion and the Chancellor has decided against promotion;

   b. When the Chancellor has recommended in favor of promotion (irrespective of the recommendation of the TPRC), and the President has reservations about acting favorably upon the recommendation to promote;

   c. When the TPRC has recommended against promotion and the Chancellor has decided against promotion, but the Referee, as provided in Section J below, has found that there was a significant procedural violation which probably contributed in a material way to the negative decision.

F. REVIEW BY PROMOTION REVIEW PANEL UPON REQUEST OF FACULTY MEMBER

The applicant may request a review of the case by a Promotion Review Panel in situations in which the TPRC had recommended in favor of promotion and the Chancellor had decided against promotion. Such request must be made in writing, within five (5) calendar days after the meeting with the Chancellor.

The Faculty Member may, in connection with her/his request, submit additional materials not duplicative of materials in the dossier or previously submitted. The Chancellor shall transmit the dossier and such additional materials to the PRP.

G. REVIEW BY PROMOTION REVIEW PANEL UPON REFERRAL BY THE PRESIDENT

In those situations in which the TPRC and the Chancellor have both recommended in favor of promotion, or in which the TPRC has recommended against promotion and the Chancellor has recommended in favor of promotion, and the President has reservations about acting favorably on the recommendation to promote, the President shall refer the application dossier to the PRP for its review and report before rendering her/his decision.

H. FUNCTION OF PROMOTION REVIEW PANEL

The PRP shall consider the application dossier, and where applicable, the Referee's report, as well as such additional materials as may be submitted in accordance with the provisions of this Article. It will make a finding on the substantive aspects of the application in the context of the Collective Bargaining Agreement and the Promotion Guidelines, and respond to the question: "Has the Applicant made a persuasive case for promotion?"

The PRP shall, at the outset, meet with the Chancellor in those cases in which the Chancellor had rendered a negative decision, and with the President or her/his designee in those cases referred to it by the President. The PRP may also meet with the President or her/his designee before submitting its report. Other than for these meetings the PRP will review the case on the basis of the written record, in the context of the provisions of this Article and the Promotion Guidelines. The PRP will consider each case according to its own merits, without comparison or contrast with any other case.

The PRP will submit its report within thirty (30) calendar days after meeting with the Chancellor and/or the President to the Office of the President

for inclusion in the dossier. Any member of the PRP may submit an individual report which the PRP shall incorporate with its report.

The Employer will notify the Applicant of the report of the PRP, if negative, and of the decision of the President, if negative. Within ten (10) calendar days after receiving such notice, the Applicant may submit a request in writing to the Office of the President for an opportunity to examine the dossier, and arrangements will be made to provide such opportunity. Additionally, if the Applicant so requests, the Employer will provide the Applicant with a statement of reasons for the decision.

I. PANEL OF REFEREES

Referees shall be utilized to assist in expediting the consideration of allegations of procedural violations in situations in which the TPRC has recommended against promotion and the Chancellor has decided against promotion.

A panel shall consist of five (5) referees to be jointly selected by the President of the University or her/his designee and the President of the Assembly or a senior Faculty Member designated by her/him, for each of the two (2) years of this Agreement.

The referees shall be selected from among persons with experience in and knowledge of the University. These persons may be from within or without the University.

Assignment of a referee to review a given case shall be by rotation, and the next available referee shall be requested by the Chancellor to review the case.

J. REFEREE REVIEW OF PROCEDURAL MATTERS

1. Request for Referee.

In situations in which the TPRC had recommended against promotion and the Chancellor has decided against promotion, the Applicant may, within five (5) calendar days after meeting with the Chancellor, submit a written request to the Chancellor that her/his case be reviewed by a referee, if she/he believes that a procedural error occurred which may have affected her/his case in a negative manner. The request shall include a statement of the particular procedural provision in this Article of the Collective Bargaining Agreement or the Promotion Guidelines which has been violated, and the manner in which the violation has contributed to the negative decision.

2. Report of the Referee.

The Chancellor shall forward the request to the next available referee who shall, within ten (10) calendar days of receipt of the request, submit a written report to the Chancellor. The Chancellor shall provide the Applicant with a copy of the Referee's report.

If the Referee's report is in the negative as to either aspect of the question set forth below to be answered by the Referee, the case shall be terminated.

If the Referee's report is in the affirmative as to both aspects of the question addressed, the case shall be submitted to the Promotion Review Panel (PRP), if the Applicant so requests in writing to the Chancellor within five (5) calendar days of receipt of the Referee's report. The Applicant may submit additional materials to the Chancellor for transmission to

the PRP, not duplicative of materials already in the dossier or previously submitted.

3. Function of the Referee.

The Referee, in her/his review of the case, shall consider the Collective Bargaining Agreement and the Promotion Guidelines for the year in question as well as the application dossier and the additional materials submitted by the Applicant. The Referee shall not conduct a formal hearing but may, at her/his discretion, interview the Applicant and any person who had an official role in the evaluation process.

The Referee's report shall respond to the following question:

> "Has there been a significant violation of the particular provision of the Collective Bargaining Agreement or Promotion Guidelines as alleged, and if so, is there a reasonable probability that the violation of procedure contributed in a material way to the negative decision?"

The Referee shall not otherwise add to, subtract from, disregard, alter, or modify any of the terms of the Agreement or the Guidelines. Her/his report must be consistent with the terms of the Agreement and the Guidelines. The Referee shall consider each case accordingly to its own circumstances, without comparison or contrast with any other case.

K. CONFIDENTIALITY OF PROCEEDINGS

The integrity and confidential nature of the promotion evaluation process shall be maintained. Other than for the personal examination of the dossier, meetings as provided for in this Article,

and the submission of materials as provided for in this Article, the Applicant shall not otherwise attempt to influence or communicate with persons engaged in the evaluation and review process.

L. CONCLUSION OF PROCESS

A principal purpose of the promotion evaluation process set forth in this Article is to provide the Applicant with a final decision reached in a careful yet expeditious manner. Such decisions and the provisions of this Article shall not be subject to the formal grievance procedure.

ARTICLE XII. FACULTY PERSONNEL PANEL

A. FUNCTION

A University-wide Faculty Personnel Panel (FPP) shall be elected by the Faculty to provide a resource of experienced Faculty to which the President of the University may look for assistance and advice with respect to personnel matters involving Faculty Members.

B. ELIGIBILITY

All tenured Faculty at Ranks 4 and 5 and all tenured Specialists and Agents at Rank 3 at the University of Hawaii at Manoa, the University of Hawaii at Hilo, and at West Oahu College, and all tenured Faculty at Ranges 3, 4 and 5 at the Community Colleges shall be eligible for election to the Panel.

C. TERM OF SERVICE

Members shall serve for two (2) years. When an elected member of the Panel ceases to be a

full-time Faculty Member she/he is automatically excluded from participation until returned to full-time duty.

D. ELECTION TO PANEL

Election units shall be schools, colleges, and, within the College of Arts and Sciences at Manoa, divisions. Election to the Panel shall be by election unit as follows:

1. Each election unit shall have a minimum of twenty (20) representatives, unless there are fewer than twenty (20) eligible Faculty, in which case all eligible Faculty Members shall serve on the Panel.

2. Any election unit shall elect one (1) additional Panel member for each ten (10) FTE Faculty in excess of twenty (20).

3. Hawaii Community College, Hilo College, and Hilo College of Agriculture shall have separate representation on the Panel. Faculty Members at the University of Hawaii at Hilo who are not assigned to a college shall be considered in the representation of Hawaii Community College or Hilo College respectively according to their classification. Organized Research units at Manoa will be combined and treated as an election unit for representation purposes. Faculty Members at Manoa who are not in a school or college shall be aggregated in an election unit and elect representatives in accordance with the FTE criteria stated above. Likewise, Faculty Members within the Community College System who are not assigned to one of the colleges shall be aggregated in an election unit and elect representatives in accordance with the FTE criteria stated above.

E. EXCLUSION OPTION

A Faculty Member who shall have a case considered by a committee composed of FPP members regarding Article IX, XI or XV, may designate no more than five (5) Faculty Members who cannot serve on such a committee. For matters concerning Articles IX and XI, such designations shall be made by the deadlines specified in the guidelines established by the Employer.

F. REPRESENTATION OF FPP MEMBERS ON TPRC'S

In the appointment of Tenure and Promotion Review Committees (TPRC's) provided for in Articles IX and XI, at least fifty percent (50%) of each TPRC shall be appointed from the FPP, and to the extent sufficient FPP members are available from the applicant's campus, such fifty percent (50%) shall be from the campus of the applicant; provided that should one or more FPP members appointed to a TPRC decline to serve, and the TPRC functions with a membership which does not have at least fifty percent (50%) from the FPP, such TPRC shall not be deemed to be improperly constituted.

ARTICLE XIII. RETRENCHMENT

A. GENERAL

Retrenchment refers to the termination of the employment of any Faculty Member during any appointment as a result of lack of work or other legitimate reason in accordance with Section 89-9(d), H.R.S., such as fiscal exigency; reallocation of resources; reorganization of degree or curriculum requirements; reorganization of academic or administrative structures or programs; curtailment of one or more programs.

B. CONSULTATION ON RETRENCHMENT

When the Employer determines that retrenchment may occur, it will so inform the Union and will provide whatever information that is available. The Union may submit its assessment and/or recommendation within thirty (30) days of such notification. The Employer will not proceed with its retrenchment action until forty-five (45) days after its notification to the Union.

C. ORDER OF RETRENCHMENT

After determination by the Employer of the need to retrench and its assessment of institutional needs, the following order of layoffs shall be followed within the program, department, division, or comparable unit to be retrenched:

1. Part-time Faculty, including lecturers

2. Non-tenured Faculty

3. Tenured Faculty

Within each of these groups of Faculty Members, more senior Faculty shall be accorded priority over less senior Faculty. For the purposes of this section, seniority is defined as the total period of full-time continuous service since the date of initial appointment, with the understanding that of two (2) Faculty Members having the same length of service, the one with the higher rank, or placed on the higher step with the same rank, shall be regarded as the more senior. Approved leaves with or without pay do not count as breaks in continuous service.

No retrenchment shall be effectuated with respect to full-time personnel in a department, division, or comparable unit or program while other persons

are teaching overload in the same subject in that unit.

D. NOTICE TO FACULTY

The Employer shall notify persons affected by retrenchment as soon as practicable and, barring circumstances beyond its control, shall provide the following notice of termination:

1. For those holding a term appointment, at least four (4) calendar months.

2. For those holding tenured appointments, at least twelve (12) calendar months. Following notice of termination, the University may, at the Faculty Member's request, agree to release her/him from her/his regular duties up to half time to facilitate the pursuit of opportunities for retraining.

E. PLACEMENT OF RETRENCHED FACULTY

At the time of retrenchment, the Employer shall give special consideration for placement within the University to a Faculty Member whose services might be terminated as a result of retrenchment provided that a suitable position vacancy is available in a classification appropriate to the bargaining unit for which the Faculty Member is otherwise qualified.

F. EMPLOYMENT RIGHTS OF RETRENCHED TENURED FACULTY

A tenured Faculty Member who is retrenched according to the provisions of this Article shall have employment rights to any position within her/his locus of tenure for which she/he is qualified and which is occupied by the Faculty Member with the least seniority, provided that the provisions of this paragraph shall not be applicable to the Faculty Member who is displaced.

G. NOTICE OF VACANCIES

Faculty Members having reemployment rights shall upon their written request, be provided notices of vacancies which occur within the University of Hawaii System. Such requests shall include the address to which the notices shall be mailed. The Faculty Member is responsible for informing the Employer of changes in this address. Notices of vacancies shall be provided until the Faculty Member is reemployed, or has exhausted her/his reemployment rights or refused an offer of re-employment as provided in this Article.

H. REAPPOINTMENT OF RETRENCHED FACULTY

For a period of thirty-eight (38) months following retrenchment, a tenured Faculty Member who is not otherwise employed in the University in a position comparable to the one held prior to retrenchment shall be offered reemployment in the same or similar position at the campus at which she/he was employed at the time of retrenchment, should an opportunity for such reemployment arise. For the purposes of this provision, the Community Colleges, including Hawaii Community College, shall be treated as a single campus. Offers of reemployment shall be in inverse order of layoff. An offer of reemployment must be accepted within thirty (30) days after acknowledged receipt of the offer or forty-five (45) days after dispatch by registered or certified mail to the last recorded address of the Faculty Member - whichever shall sooner occur. In the event such offer of reemployment is not accepted, the Faculty Member shall receive no further consideration. The offer of reemployment shall be made by personal delivery or by registered or certified mail to the last address of the Faculty Member recorded at the University. It is the Faculty Member's responsibility to keep the Employer informed of changes of address. The

Faculty Member thus recalled shall be recalled with full tenure.

I. RESOLUTION OF DISPUTES REGARDING QUALIFICATIONS

If a dispute arises as to whether or not a retrenched Faculty Member is qualified for the purposes of Sections E, F, and H above, the recommendation of the department, division or comparable unit affected will be given substantial weight by the Employer.

J. STATUS OF REAPPOINTED FACULTY

1. A retrenched Faculty Member reappointed to a position in the same organizational unit from which she/he was retrenched shall carry with her/him full credit for all years which would be applicable to tenure and/or promotion in rank. In addition, all other benefits which have accrued in the organizational unit from which she/he was retrenched shall adhere to the Faculty Member.

2. A retrenched tenured Faculty Member reappointed to a position other than the one from which she/he was retrenched may be granted immediate tenure. If the Faculty Member is not granted immediate tenure, then the Faculty Member shall serve a probationary period of not more than two (2) years.

3. A retrenched non-tenured Faculty Member reappointed to a position in an organizational unit other than the one from which she/he was retrenched, may be credited with service applicable to tenure and/or promotion in rank. A written request for such credit must be approved by the appropriate Chancellor.

K. RESTRICTIONS ON HIRING NEW FACULTY

The Employer shall not employ new part-time or full-time Faculty Members in any organizational unit in which a layoff is effective until such time as all qualified retrenched persons eligible for recall in the organizational unit have been offered such recall.

L. EXCLUSIONS

Retrenchment shall not refer to non-renewal of appointment under Article X or Disciplinary Actions under Article XV.

ARTICLE XIV. REPRESENTATION RIGHTS

A. Duly certified staff representatives of the Union shall be permitted on University premises at all reasonable hours for the purpose of conducting official Union business such as investigating complaints and grievances that have arisen and to ascertain whether or not the Agreement is being properly administered. The Union agrees that such visitation rights shall be exercised reasonably and also shall not interfere with the normal operations of the University.

The Union shall provide the Employer with a list of duly certified Union representatives and maintain that list's currency.

B. The Union may use the University's meeting facilities for Union meetings upon request to the Employer, subject to the Employer's policies and procedures.

C. The Union shall be permitted to use the University mail services for the purposes of intra-campus

distribution, subject to the Employer's policies and procedures.

D. The Union may use audio-visual equipment in connection with official Union meetings, provided that the equipment requested is not otherwise in use, and provided that the Union shall reimburse the University the normal charges for the use and services connected with the use of such equipment.

E. The Union may use duplicating machines of the University on the following basis:

1. The Union shall be assigned at least one auditron to be designated by the Employer. The Union shall reimburse the Employer for the normal charges connected therewith.

2. On those campuses where the machines are not equipped for operations with auditrons, the Union may make reasonable use of a comparable machine to be designated by the Employer, upon request and when the machine is not otherwise in use. The Union shall reimburse the University for the use of such machine at the same rate as the Union would for the use of the auditron-equipped machine on the Manoa Campus.

3. The use by the Union of the machines authorized herein shall not interfere with or interrupt normal University operations.

F. The Union may post bulletins and notices on official bulletin boards pertaining to official Union business. All such postings shall be made over the signature of a certified Union representative, who shall furnish copies of all postings to the Employer at the time of posting, for the information of the Employer.

G. Upon written request of the Union, the Employer shall provide information which is necessary to

adequately represent its membership, provided the information is available and is not confidential.

H. Any Faculty Member elected or appointed to a Union office will, if such office requires a full or half-time service in the exercise and discharge of its duties, be given a leave of absence, either full or half-time, without pay not to exceed one (1) year at a time.

I. All matters affecting employee relations, including those that are, or may be, the subject of a policy promulgated by the Employer are subject to consultation with the Union. The Employer shall make every reasonable effort to consult with the Union prior to effecting changes in any major policy affecting employee relations.

ARTICLE XV. DISCIPLINARY ACTIONS

A. GENERAL

The Employer shall not discharge, suspend, or reduce the compensation of any Faculty Member for disciplinary reasons, or take other disciplinary action, except for proper cause and in accordance with the procedures set forth in this Article.

B. SUSPENSION OR DISCHARGE BASED ON FAILURE TO FULFILL PROFESSIONAL OBLIGATIONS

1. The failure to fulfill professional obligations in this Section (B) refers to neglectful performance of the Faculty Member's teaching, research, or service obligations, or such other duties as the Faculty Member may have been employed to perform.

2. If an Administrative Official believes that there is probable cause for the suspension or discharge of a Faculty Member based on her/his failure to fulfill her/his professional obligations, she/he shall make a statement in writing of the grounds and have such statement served upon the Faculty Member in person or by registered or certified mail to the Faculty Member's address of record. A copy of such statement shall also be sent to the Union.

3. The Faculty Member may file an answer to the statement with the Chancellor within fifteen (15) calendar days. If the Faculty Member fails to answer within fifteen (15) calendar days, the Employer may proceed with the suspension or discharge, and such action shall be final and binding.

4. If the Faculty Member files an answer and disagrees with the statement, then the Chancellor shall appoint a Disciplinary Advisory Committee to be composed in the manner described below. The purpose of the committee is to conduct an informal investigation of the matter and to advise the Chancellor whether or not the Faculty Member should be suspended or discharged. The investigation shall include an opportunity for the Faculty Member to present her/his case on the matter to the committee. A copy of all written materials not generally available which are initially transmitted to the committee shall be provided by the Faculty Member.

   The Chancellor shall appoint a committee of five (5) members from the Faculty Personnel Panel established pursuant to Article XII of this Agreement. If the Faculty Member is from the Faculty of a Community College, a majority of the committee shall be from the Community Colleges. If the Faculty Member is from the

Faculty of a four-year campus, a majority of the committee shall be from the campus. At least two committee members shall be from the school or college of the Faculty Member. The Chancellor shall also appoint two administrative personnel to work with the committee.

The investigation shall be conducted with the utmost discretion. The committee may, with due regard for the sensitive nature of its proceedings, provide the Faculty Member with written materials in its possession. If, during the course of the investigation, additional grounds are considered by the committee, written materials relevant to the new grounds shall be provided to the Faculty Member. The committee shall proceed in an expeditious manner and conclude its investigation and file a report with the Chancellor within forty-five (45) calendar days after the matter has been referred to it. Additionally, members of the committee may file individual reports with the Chancellor. The Chancellor or her/his designee shall render a decision on the matter within thirty (30) days after receipt of the committee report.

5. If, at the conclusion of the investigation, the Chancellor decides to proceed with the suspension or discharge of the Faculty Member, she/he shall so notify the Faculty Member in writing and have such notice served upon the Faculty Member in person or by registered or certified mail. A copy shall also be sent to the Union.

The Faculty Member or the Union may then file a grievance at the level of the President or her/his designee (Step 2 of the Grievance Procedure) within fifteen (15) calendar days of the service of the decision of the Chancellor. If a grievance is not filed within fifteen (15) calendar days, the Chancellor may proceed with

the suspension or discharge, and such action shall be final and binding.

6. The Faculty Member shall not be suspended during the foregoing procedures, including the grievance procedure.

C. SUSPENSION OR DISCHARGE BASED ON MATTERS OTHER THAN FAILURE TO FULFILL PROFESSIONAL OBLIGATIONS

1. If a Dean, Provost, or other Administrative Official believes that there is probable cause for the suspension or discharge of a Faculty Member for reasons other than failure to fulfill professional obligations, she/he shall make a statement in writing of the grounds and have such statement served upon the Faculty Member in person or by registered or certified mail to the Faculty Member's address of record. A copy of such statement shall also be sent to the Union.

2. The Faculty Member may file an answer to the statement with the Chancellor within five (5) calendar days. If the Faculty Member fails to answer in the stated time, the Employer may proceed with the suspension or discharge, and such action shall be final and binding.

3. If the Faculty Member files an answer disagreeing with the statement and in the answer also requests a meeting, the Chancellor or her/his designee shall afford the Faculty Member an opportunity to meet within twenty (20) calendar days after receipt of the answer. In filing her/his answer, the Faculty Member may also request the appointment of a committee, in which case the Chancellor shall appoint an advisory committee of three members from the Faculty Personnel Panel established pursuant to Article XII of this Agreement. The committee shall attend the meeting of the Chancellor with

the Faculty Member and discuss the case with the Chancellor and provide such other assistance as the Chancellor may request before the Chancellor renders her/his decision. The committee shall submit its written recommendation (if any) to the Chancellor within ten (10) calendar days after the meeting. The Chancellor or his designee shall render a decision within thirty (30) days after the meeting, or after receipt of the answer if a meeting is not requested. If the Chancellor or her/his designee should decide to proceed with the suspension or discharge, she/he shall so notify the Faculty Member in writing and shall have such notice served upon the Faculty Member in person or by registered or certified mail. A copy shall also be sent to the Union.

4. The Faculty Member shall not be suspended during the foregoing proceedings pending the decision of the Chancellor unless immediate harm to herself/himself or others is threatened by her/his continuance; if the latter condition exists, the suspension shall be with pay.

5. The Faculty Member or the Union may file a grievance at the level of the President or her/his designee (Step 2 of the Grievance Procedure).

D. OTHER DISCIPLINARY ACTIONS

Other disciplinary actions which do not involve suspension or discharge may be the subject of a grievance at the level of the Chancellor, appropriate Vice-President, their successors in office, or their respective designee (Step 2 of the Grievance Procedure).

ARTICLE XVI. PERSONNEL FILES

A. Official personnel files shall be maintained for each Faculty Member.

Official personnel files shall be maintained in the following places: at Manoa, in the Faculty Records Office; at the University of Hawaii at Hilo, in the Office of the Chancellor; at West Oahu College, in the Office of the Chancellor; and at the Community Colleges, except Hawaii Community College, in the Office of the Provost.

In addition, personnel files maintained in the offices of Department or Division Chairmen and Deans at the University of Hawaii at Manoa and the University of Hawaii at Hilo shall be deemed to be official personnel files. This provision shall also apply to the personnel files in the offices of the Division Chairs in the Community Colleges, except Hawaii Community College.

B. The Faculty Member, upon request, shall be permitted to examine the official personnel files referred to in this Article during normal business hours, in the presence of a representative of the Employer, provided, however, any letters of recommendation solicited in connection with her/his initial employment, and subsequent statements of reference marked confidential, shall not be available to that Faculty Member.

C. A Faculty Member shall have the right to submit written additions or responses to the material contained in her/his official personnel files. She/he may submit information relating to her/his academic and professional accomplishments for inclusion in her/his official personnel files. No anonymous material shall be placed in the official personnel files.

D. Derogatory material in the official personnel files concerning a Faculty Member shall be destroyed five (5) years after being placed therein. Materials relating to professional performance and employment status shall not be destroyed.

E. Upon the request of the Faculty Member, she/he shall be provided a copy of any material in her/his official personnel files intended for use in connection with a grievance involving her/him.

F. The Employer shall provide a Faculty Member with material from another Faculty Member's personnel file if it deems that such material would be relevant to the processing of a Faculty Member's grievance and the provision of such material would not impair the confidentiality of the personnel file. A Faculty Member requesting material from such other personnel file shall identify each item with specificity. The Employer shall also require the written approval of the other Faculty Member as to each item requested prior to releasing copies of same.

G. A Faculty Member who is furnished material requested by her/him shall reimburse the Employer at the rate of 50¢ for the first five (5) sheets and 5¢ per sheet thereafter.

ARTICLE XVII. ADEQUATE SECURITY, HEALTH AND SAFETY

The Employer shall provide a safe, clean, and healthy working environment as prescribed by the applicable provisions of the Hawaii Occupational Safety and Health Law, Act 57, et seq., the State Department of Health, the State Department of Labor, or any other governmental body. This shall include, but not be limited to, adequate natural or mechanical ventilation, proper lighting, security

and protection at all University facilities or places of instruction, and properly maintained buildings, offices, and classrooms.

ARTICLE XVIII. AWARDS FOR MERIT

The Employer and the Union jointly agree that it is in the best interest of the University to recognize, encourage, and reward Faculty performance that exceeds the general expectation.

ARTICLE XIX. SALARIES

A. SALARY ADJUSTMENTS

1a. Effective April 1, 1984, all Faculty Members in Ranks 2-5 or Ranges I-V who are members of Bargaining Unit 07 on March 31, 1984 shall receive an increase in salary of three percent (3%) over the salary that would have been in effect without the adjustment, except that no such Faculty Member shall be paid less than the minimum for that Rank or Range as set forth in Table I. Such minima shall apply for Article XI.

1b. Except as provided in Section F below, all Faculty Members in Ranks 2-5 or Ranges I-V who become members of Bargaining Unit 07 on or after April 1, 1984 shall be paid no less than the minimum for that Rank or Range as set forth in Table I.

2a. Effective January 1, 1985, all Faculty Members in Ranks 2-5 or Ranges I-V who are members of Bargaining Unit 07 on December 31, 1984 shall

receive an increase in salary of two percent (2%) over the salary that would have been in effect without the adjustment, except that no such Faculty Member shall be paid less than the minimum for that Rank or Range as set forth in Table I. Such minima shall also apply for Article XI.

2b. Except as provided in Section F below, all Faculty Members in Ranks 2-5 or Ranges I-V who become members of Bargaining Unit 07 on or after January 1, 1985 shall be paid no less than the minimum for that Rank or Range as set forth in Table I.

3. Faculty whose salaries are funded from sources other than the general revenues of the State of Hawaii shall be given corresponding salary adjustments, provided that the particular contract, grant, special or other fund or account has funds available to pay for the increase, and the utilization of the funds for that purpose does not violate the terms of the particular contract, grant, special or other funds. If funds are not available to provide the increases on the effective date specified above, then the increases shall be implemented when funds become available.

B. ENTITLEMENT (RESIGNATION, TERMINATION, RETIREMENT)

Faculty Members whose effective date of resignation or termination for any reason, except retirement, falls before April 1, 1984 and January 1, 1985, respectively, but who may be entitled to receive deferred salary or vacation pay after these dates, shall not be entitled to the salary increases stated in this Article.

C. LECTURER FEE SCHEDULE

Lecturers and resident instructional personnel who teach in the Continuing Education and Summer Session programs and the Community Colleges or in other programs traditionally paid on a credit hour basis shall be paid in accordance with the following rates based on the Rank or Range of the Faculty Member teaching the course. In the case of Lecturers who do not carry a University classification or academic rank, an equivalence basis shall be used.

Classification Grade	Rate per Credit Hour	
	4/01/84	1/01/85
I, R, S, A-2, C-I, C-II	$515	$525
I, R, S, A-3, C-III, C-IV	$623	$635
I, R, S, A-4, C-V	$695	$709
I, R, S, A-5	$798	$814

Fees shall be paid on the basis of policies and rates in effect on the campus where the course is taught.

D. NON-CREDIT FEE SCHEDULE

Faculty Members engaged in non-credit instruction shall be paid sixteen dollars ($15) per contact hour.

E. OVERLOAD

Faculty Members may receive extra compensation to teach classes in Continuing Education and Summer Session programs. The rate of compensation will be determined by the number of credit hours taught and the Rank of the Faculty Member.

Nine-month Faculty may not teach for additional compensation in the Summer Session during the same

period of time that they are receiving a summer research salary or other compensation for services to the University. Eleven-month Faculty may teach in the Summer Session only if they are on vacation, off-duty, or on leave without pay and are not receiving a summer research salary or other compensation for services to the University.

The total number of hours of overload teaching shall be limited to two courses or six credit hours, whichever is the greater, during the academic year for Faculty on a nine-month appointment. For Faculty on an eleven-month appointment, a total of three courses or nine credit hours, whichever is the greater, for overload teaching per calendar year may be allowed.

During the academic year, Faculty at Manoa, Hilo, and West Oahu must be teaching at least nine credit hours or equivalent as determined by the University during a given semester to qualify for overload teaching in Continuing Education programs.

During the academic year, Faculty in the Community Colleges may receive extra compensation to teach classes on an overload basis in accordance with existing policies governing overload in the Community Colleges. The rate of compensation will be determined by the number of credit hours taught and the Range of the Faculty Member.

Faculty may not receive extra compensation from University grants or contracts during the academic year other than for duly authorized per diem allowances while traveling.

Prior authorization must be obtained before undertaking additional University services for additional compensation.

F. During the term of this Agreement, the Board of Regents may establish maxima for each Rank and

Range set forth in Table I of this Article, and in appropriate cases grant compensation in excess of these maxima.

TABLE I

G. MONTHLY SALARY MINIMA FOR NEW APPOINTMENTS AND PROMOTIONS

1. Community Colleges

	April 1, 1984		January 1, 1985	
Range	9-Month Minimum	11-Month Minimum	9-Month Minimum	11-Month Minimum
1	$1196	$1388	$1220	$1416
2	$1271	$1480	$1296	$1510
3	$1355	$1578	$1382	$1610
4	$1448	$1684	$1477	$1718
5	$1545	$1799	$1576	$1835

2. University of Hawaii at Hilo and West Oahu College

	April 1, 1984		January 1, 1985	
Rank	9-Month Minimum	11-Month Minimum	9-Month Minimum	11-Month Minimum
2	$1196	$1388	$1220	$1416
3	$1448	$1684	$1477	$1718
4	$1828	$2130	$1865	$2173
5	$2328	$2716	$2375	$2770

3. University of Hawaii at Manoa, except Clinical Faculty in the School of Medicine and Faculty in School of Law

	April 1, 1984		January 1, 1985	
	9-Month	11-Month	9-Month	11-Month
Rank	Minimum	Minimum	Minimum	Minimum
2	$1196	$1388	$1220	$1416
3	$1448	$1684	$1477	$1718
4	$1828	$2130	$1865	$2173
5	$2328	$2716	$2375	$2770

4. University of Hawaii at Manoa, Clinical Faculty of the School of Medicine

	April 1, 1984	January 1, 1985
	11-Month	11-Month
Rank	Minimum	Minimum
2	$2495	$2545
3	$3345	$3412
4	$3958	$4037
5	$4403	$4491

5. University of Hawaii at Manoa, Faculty of the School of Law

	April 1, 1984	January 1, 1985
	9-Month	9-Month
Rank	Minimum	Minimum
2	$1828	$1865
3	$2250	$2295
4	$2781	$2837
5	$3330	$3397

6. University of Hawaii at Manoa, County Extension Agents

Rank	April 1, 1984 11-Month Minimum	January 1, 1985 11-Month Minimum
2	$1228	$1253
3	$1480	$1510
4	$1742	$1777
5	$1990	$2030

ARTICLE XX. TASK FORCE ON SALARY ADMINISTRATION

A joint task force on salary administration shall be established after the execution of this Agreement.

1. The committee will consist of not more than ten (10) members with up to five (5) to be appointed by the Union and up to five (5) by the Employer.

2. The function of the task force will be to discuss the administration of faculty salaries with particular attention to salary schedules, merit pay, overload, and related classification and compensation issues.

3. The task force will provide a report to the Employer and the Union no later than October 1, 1984, containing its recommendations on the issues discussed. In the event that there is no consensus on a particular recommendation, the report will include the alternatives discussed and the rationale for each.

4. The task force is not authorized to make any commitments on behalf of the Employer or the Union, nor to negotiate any changes in terms and conditions of employment.

5. The first meeting of the task force shall be convened within thirty (30) days of the date of execution of this Agreement at a time and place agreed upon by the representatives of the Employer and the Union.

ARTICLE XXI. COMPENSATION FOR ACADEMIC CHAIRS

A. Faculty members appointed by the Employer to serve as Chairs for academic subdivisions of the University shall be compensated for duties which are assigned, in addition to their regular professional responsibilities, as a part of the management and/or functioning of a department, division, discipline, or program. The Employer shall determine the level of released time from instructional duties and/or the amounts of the monthly stipends.

B. Nothing in this Article shall be construed to reduce the compensation or benefits currently being granted for these positions as of the effective date of this Agreement.

ARTICLE XXII. GRIEVANCE PROCEDURE

A. DEFINITION

A grievance is a complaint by a Faculty Member or the Union concerning the interpretation and application of the express terms of this Agreement.

B. GENERAL

1. Faculty are encouraged to work out grievances with their immediate superiors on an informal basis without resort to the formal grievance procedure, whenever possible. If it is not possible to resolve the grievance informally, and the Faculty Member desires to pursue the matter, the procedures under C shall apply.

2. Any information pertaining to the grievance in the possession of the Employer needed by the grievant or the Union in behalf of the grievant to investigate and process a grievance shall be provided to them on request within seven (7) working days.

C. PROCEDURES

1. Requirements for Filing a Formal Grievance.

A grievance must be submitted in writing and shall contain (1) a statement of the facts concerning the grievance, (2) the specific provision of this Agreement alleged to have been violated, (3) the relief requested, and (4) whether the Faculty Member attempted an informal adjustment of the grievance and, if so, with whom.

The Faculty Member may request the assistance and representation of the Union in the grievance procedure. Alternatively, the Faculty Member may file a grievance and have her/his grievance heard without intervention of the Union provided the Union is afforded an opportunity to be present at the conference(s) with the grievant, in which case a copy of the grievance shall be furnished to the Union. Any adjustment made shall not be inconsistent with the terms of this Agreement.

A grievance must be filed within twenty (20) calendar days or within forty-five (45) calendar days in the case of a class grievance, on the date following the alleged violation giving rise thereto, or the date on which the Faculty Member or the Union first knew or reasonably should have known of such alleged violation, whichever date is later. There shall be no obligation by the Employer to consider any grievance not filed within the specified time limit and in accordance with the specific procedure stated in each step.

If an effort to work out the grievance informally as set forth in Paragraph B.1. above is not completed within twenty (20) calendar days, the Faculty Member shall, upon request, be granted an additional twenty (20) calendar days in which to file a formal grievance.

2. Formal Grievance Procedure.

Step 1. A grievance shall be filed with the Chancellor, appropriate Vice-President, their successors in office, or their respective designee (herein all referred to as Chancellor). The Chancellor or her/his designee shall schedule a grievance meeting with the grievant and/or her/his designated representative within fifteen (15) calendar days after receipt of the grievance and shall issue a decision in writing to the grievant within fifteen (15) calendar days after the close of the meeting.

Step 2. If the response at Step 1 does not resolve the grievance, the grievant may appeal the Step 1 response by filing an appeal with the President of the University or her/his designee within fifteen (15) calendar days after receipt of the Step 1 response. Such appeal shall be in writing and shall specify

the reason why the Step 1 decision is unsatisfactory. The President need not consider any grievance in Step 2 which encompasses different alleged violations or charges than those presented in Step 1. The President or her/his designee shall schedule a grievance meeting with the grievant and/or her/his designated representative within fifteen (15) calendar days after receipt of the appeal or grievance is filed and shall render a response in writing to the grievant within twenty (20) calendar days after the close of the meeting.

The Employer and the Union may, by mutual agreement, waive any or all of the above steps and proceed directly to Step 3.

Step 3. Arbitration. If the grievance has not been settled at Step 2, then within thirty (30) calendar days after the receipt of the written decision of the President or her/his designee, the Union may request arbitration by giving written notice to that effect, in person or by registered or certified mail, directed to the President or her/his designee.

Representatives of the parties shall attempt to select an Arbitrator immediately thereafter.

If agreement on an Arbitrator is not reached within fifteen (15) calendar days after the request for arbitration is submitted, either party may request the Hawaii Public Employment Relations Board to submit a list of five (5) Arbitrators. Selection of an Arbitrator shall be made by each party alternately deleting one (1) name at a time from the list. The first party to delete a name shall be determined by lot. The person whose name remains on the list shall be designated the Arbitrator.

No grievance may be arbitrated unless it involves an alleged violation of a specific term or provision of the Agreement. The Arbitrator shall not consider any new alleged violations or charges than those presented initially.

a. If the Employer disputes the arbitrability of any grievance, the Arbitrator shall first determine whether she/he has jurisdiction to act; and if she/he finds that she/he has no such power, the grievance shall be referred back to the parties without decision or recommendation on its merits. The Arbitrator shall render her/his award in writing, no later than thirty (30) calendar days after the conclusion of the hearings or, if oral hearings are waived, then thirty (30) calendar days from the date statements and proofs were submitted to the Arbitrator.

b. The decision of the Arbitrator shall be final and binding upon the Union, its members, the Faculty Member(s) involved in the grievance, and the Employer. There shall be no appeal from the Arbitrator's decision by either party, if such decision is within the scope of the Arbitrator's authority as described below.

    1) The Arbitrator shall not have the power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. Her/his award must be consistent with the terms of this Agreement.

    2) In any grievance involving the employment status of a Faculty Member, the Arbitrator shall not substitute her/his

judgment for that of the official making such judgment.

If the Arbitrator determines that the provision of this Agreement which forms the basis of the grievance was violated in a significant manner, and further finds that there was a reasonable probability that such violation of procedure in the evaluation process adversely prejudiced the decision complained of, the Arbitrator shall direct that the application dossier be reconsidered. She/he may direct that the reconsideration process commence at any of the levels of review, or that any intervening level of review up to the Chancellor be omitted; she/he may also direct that any improper material which has prejudiced the decision be expunged from the dossier. In extreme cases, the Arbitrator may direct that a new TPRC be appointed in accordance with the provisions of this Agreement. As an alternative remedy to directing reconsideration in grievances involving the denial of tenure, the Arbitrator may direct that the probationary period be extended for an additional year, notwithstanding the limitations in Article IX, and the Faculty Member be permitted to submit a new application for tenure.

3) When the Arbitrator finds that any disciplinary action under Article XV was improper, she/he may set aside, reduce, or otherwise modify the action, and may award back pay to compensate, wholly or partially, for any salary lost.

The fees of the Arbitrator, the cost of transcription, and other necessary general costs, shall be shared equally by the Employer and the Union. Each party will pay the cost of presenting its own case and the cost of any transcript that it requests.

D. CLASS GRIEVANCE

The Union may file a Class Grievance if it affects two (2) or more Faculty Members whose complaints involve the same questions of fact and contract provision(s), so that a decision as to one grievant shall be decisive as to all members of the Class.

In filing a Class Grievance, the Union shall set forth, in addition to the requirements for filing a formal grievance, (1) the questions of fact which are common to all members of the Class, (2) the identification of all members of the Class known to the Union, (3) a statement as to whether or not the members of the Class have been notified and given opportunity to be included or excluded from the Class, and (4) the name of the Faculty Member who shall serve as representative of the Class for the purpose of determining the questions of fact and alleged contract violation.

If a Class Grievance involves more than one Chancellor, the grievance may be filed initially at Step 2.

ARTICLE XXIII. RIGHTS OF THE EMPLOYER

The Employer reserves and retains, solely and exclusively, all management rights, powers, and authority, including the right of management to manage, control

and direct its personnel and operations except those as may be modified under this Agreement.

ARTICLE XXIV. SAVINGS CLAUSE

Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect. The parties will meet not later than thirty (30) days after any such holding for the purpose of renegotiating the provisions affected.

ARTICLE XXV. ENTIRETY AND MODIFICATION

This document contains the entire agreement of the parties. No provision or term of this Agreement may be amended, modified, changed, altered, or waived except by written document executed by the parties hereto.

ARTICLE XXVI. CONFLICT

If there is any conflict between the provisions of this Agreement and any rules, regulations, and policies of the Employer, the terms of this Agreement shall prevail.

ARTICLE XXVII. NO STRIKE OR LOCKOUT

A. The Union, its representatives, and Faculty members will not authorize, instigate, incite, aid, or engage in any work stoppage, slowdown, sick-out, picketing or strike against the Employer during the life of this Agreement. However, the provisions of Sections 89-11(b) and (c), H.R.S. shall be applicable if there is an impasse in any further bargaining required by Section 89-10(b), H.R.S.

B. The Employer agrees that during the life of this Agreement there will be no lockout.

C. This Article does not apply to lawful picketing on issues of public interest unrelated to the University and on premises which are not under the control or jurisdiction of the University.

ARTICLE XXVIII. DURATION

A. This Agreement shall be effective as of July 1, 1983 and shall remain in effect to and including June 30, 1985.

B. Negotiations for renewal hereof shall begin on the first day of October 1984, or as soon thereafter as agreed to by the parties, but not later than the first day of November 1984.

MEMORANDUM OF UNDERSTANDING RE: AWARDS FOR MERIT

This memorandum refers to Article XVIII, Awards for Merit.

Notwithstanding the fact that no negotiated funds are available for merit awards during the term of this Agreement, the parties nonetheless agree that the procedures set forth in the document dated February 23, 1984 entitled "Awards for Merit" provide an appropriate means for distributing such awards.

Furthermore, should funds from other sources be made available during the term of the Agreement for merit awards on a campus-wide basis, the Employer shall consult with the Union before the establishment of procedures for the granting of the merit awards.

MEMORANDUM OF INTENTION TO CONSULT

The University of Hawaii Professional Assembly, herein UHPA, and the University of Hawaii Administration, herein the Administration, express their intention to form a joint task force to review and study the application of equivalencies for Specialists.

The task force will either submit a joint report to UHPA and the Administration, or the members of the task force will submit separate reports to UHPA and the Administration.

The joint task force is being established as a study and consultation group and is not authorized to negotiate or make any commitments on behalf of UHPA or the Administration.

MEMORANDUM OF INTENTION TO CONSULT

The University of Hawaii Professional Assembly, herein UHPA, and the University of Hawaii Administration, herein the Administration, express their intention to form a joint task force to review and study the criteria and minimum qualifications for promotion and tenure of faculty in the Community Colleges.

The task force will either submit a joint report to UHPA and the Administration, or the members of the task force will submit separate reports to UHPA and the Administration.

The joint task force is being established as a study and consultation group and is not authorized to negotiate or make any commitments on behalf of UHPA or the Administration.

In Witness Whereof, the parties hereto, by their authorized representatives, have executed this Agreement this 30 th day of March 1984.

State of Hawaii

By: _____
Its Governor

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Board of Regents
University of Hawaii

By: _____

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University of Hawaii
Professional Assembly

By: _____
Its President

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Its Chief Negotiator

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